



Disability Program Assessment & Future Planning Study

REQUEST FOR PROPOSALS (RFP)

Muckleshoot Indian Tribe

RFP Issue Date: July 1, 2026

Optional Letter of Intent: July 10, 2026

Questions: July 17, 2026

Responses to Questions: July 22-24, 2026 **(See addendum one on page 16)**

Proposal Due Date: August 3, 2026

Interviews (if needed): August 11-21, 2026

Contract Execution: Mid-August – early September 2026

Contact Person: Darren Redthunder, Darren.Redthunder@muckleshoot.nsn.us

I. INTRODUCTION

The Muckleshoot Indian Tribe invites qualified consultants and multidisciplinary teams to submit proposals to conduct an independent **Disability Program Assessment and Future Planning Study**.

The Tribe's Disability Program is one of the Tribe's primary investments in supporting Tribal members with disabilities and their families. The program currently provides financial assistance to approximately two hundred enrolled Tribal members and has evolved over time through multiple policy changes, enrollment periods, eligibility standards, and administrative practices.

As the program has grown, Tribal Council has identified the need for an independent assessment to better understand current and future community needs, evaluate the effectiveness of the current program, and identify options to strengthen participant support while ensuring the program remains sustainable for future generations.

The Tribe recognizes that community needs, available resources, and leading practices in disability services have evolved over time. This study is intended to provide Tribal Council with the information needed to thoughtfully consider the future direction of the program while continuing to support Tribal members with disabilities and their families.

The purpose of this engagement is to provide Tribal Council and Executive Management with objective analysis, demand forecasts, financial scenarios, and practical policy options regarding the future

direction of the program. The consultant will also assess opportunities to strengthen care coordination, participant support, and coordination with other Tribal services.

This study is intended to support informed policy decisions. It is not intended to predetermine those decisions, conduct individual disability determinations, re-adjudicate participant eligibility, or recommend immediate changes to current participants unless specifically requested by Tribal Council.

The consultant will help Tribal Council answer the following strategic questions that will guide the future direction of the Disability Program:

1. What level of disability-related need exists within the community today and in the future?
2. Is the current Disability Program effectively meeting those needs?
3. What role should care coordination, service navigation, and other support services play alongside financial assistance?
4. What policy options should Tribal Council consider for improving participant outcomes while ensuring support remains available for future generations?
5. Should the Tribe's disability eligibility standards, including the role of Social Security disability determinations and other medical or functional criteria, be modified to better reflect Tribal priorities and the purpose of the program?
6. What level and structure of financial assistance and participant support best meets community needs while ensuring fairness, sustainability, and responsible stewardship of Tribal resources?

The desired outcome of this study is to provide Tribal Council with practical, evidence-based recommendations regarding future program design, participant support, care coordination, financial sustainability, and implementation considerations. The Tribe intends for this work to be conducted in partnership with the community. Consultants are expected to use meaningful, culturally appropriate engagement to listen to Tribal members, participants, families, caregivers, and Tribal staff so that recommendations are informed by community priorities as well as objective analysis. The Tribe believes the future of the Disability Program should be shaped through both evidence-based analysis and meaningful engagement with Tribal members and families.

II. SCOPE OF WORK

TASK 1: CURRENT PROGRAM ASSESSMENT

The consultant shall assess the current Disability Program, including its purpose, policies, eligibility framework, benefit structure, prioritization methods, administrative practices, historical evolution, participant population, costs, available data, growth trends, and overall effectiveness.

As part of this assessment, the consultant shall evaluate whether the current eligibility framework, including the role of Social Security disability determinations, Tribal eligibility requirements, medical and functional criteria, reassessment practices, and administrative processes, continues to support the Tribe's goals and priorities. The consultant shall identify strengths, limitations, risks, and opportunities for improvement, including alternative approaches used by other Tribal governments or comparable organizations.

Deliverable:

1) Current Program Assessment Memo.

TASK 2: COMMUNITY NEEDS ASSESSMENT

The consultant shall assess the current and future level of disability-related need within the Tribal community. The assessment should estimate the number and characteristics of Tribal members who currently receive services, may need services but are not currently participating in the program, and may require support in the future.

The assessment should draw upon available program and administrative data, demographic information, health and wellness and behavioral health data, waitlist information, previous community surveys, and input from Tribal members, participants, applicants, families, Tribal departments, and other stakeholders, as appropriate.

The consultant shall propose an appropriate methodology to estimate current and future demand. Methods may include demographic analysis, administrative data, sampling, interviews, focus groups, or other accepted research approaches. A census or comprehensive review of all participant files is not required.

Recognizing that future demand cannot be determined with certainty, the consultant shall develop reasonable planning estimates, demand ranges, key assumptions, and confidence levels for those estimates. The consultant should clearly distinguish between current program participation, unmet community need, and projected future demand, and identify significant data gaps, limitations, and opportunities to improve future demand forecasting.

Deliverables:

2a) Community Need and Demand Assessment

2b) Five-Year and Ten-Year Demand Forecast

TASK 3: COMMUNITY ENGAGEMENT AND NEEDS VALIDATION

The consultant shall develop and implement a community engagement plan to ensure the study is informed by the experiences, perspectives, and priorities of Tribal members. The engagement process

should help validate study findings, identify unmet needs, and ensure that recommendations reflect community priorities as well as objective analysis.

The consultant shall review previous surveys, community outreach efforts, participant feedback, and other available information to identify recurring themes, gaps, and opportunities for additional engagement. Building on that work, the consultant shall recommend and conduct an appropriate combination of interviews, focus groups, listening sessions, surveys, or other culturally appropriate engagement activities in coordination with Tribal staff. Proposers shall describe and justify their proposed engagement approach, including the anticipated number and type of engagement activities.

The purpose of this engagement is not to determine individual eligibility, but to better understand community needs, barriers to accessing services, participant experiences, priorities for future services, and opportunities to strengthen the Disability Program.

Deliverable:

3 a) Community Engagement Plan

3 b) Community Engagement Summary

3 c) Community Needs Validation Report

TASK 4: PROGRAM OUTCOMES FRAMEWORK

The consultant shall develop a Program Outcomes Framework that clearly defines the intended purpose of the Disability Program, the outcomes the Tribe seeks to achieve for Tribal members with disabilities and their families, and how success should be measured over time.

The framework should identify measurable outcomes, key performance indicators, and recommended reporting measures that Tribal Council and Executive Management can use to monitor program performance, participant wellbeing, service quality, financial sustainability, and long-term impact. The consultant should also recommend a practical performance management approach, including suggested data collection, reporting frequency, and opportunities for continuous improvement.

Deliverable:

4) Program Outcomes Framework

TASK 5: POLICY OPTIONS AND SCENARIO ANALYSIS

Building on the findings from the program assessment, community needs assessment, community engagement, and Program Outcomes Framework, the consultant shall develop and evaluate alternative policy options for the future direction of the Disability Program.

The purpose of this task is to provide Tribal Council with practical, evidence-based options regarding the future design of the program and the information needed to make informed policy decisions. Recommendations should be practical, implementable, and clearly describe anticipated impacts on Tribal members, program operations, staffing, and long-term financial sustainability.

The consultant shall evaluate policy options related to:

- Program purpose and desired outcomes.
- Eligibility and prioritization
- Benefit structure
- Care coordination and participant support.
- Long-term financial sustainability

For each policy option, the consultant shall identify the anticipated participant impacts, financial implications, implementation requirements, administrative complexity, legal considerations, risks, and key tradeoffs. The consultant shall identify current practices that should be retained, modified, or discontinued and recommend a preferred approach, including the rationale for that recommendation.

The consultant shall also develop an Excel-based financial planning model that enables the Tribe to evaluate alternative assumptions regarding participant demand, eligibility standards, benefit levels, care coordination approaches, and long-term program costs.

Deliverables:

5a) Future Program Options and Policy Analysis Report

The report shall present policy options, identify a recommended approach, explain the rationale supporting that recommendation, summarize anticipated participant, operational, and financial impacts, and identify decisions requiring Tribal Council direction.

5b) Financial Planning and Scenario Model

An Excel-based financial model that allows the Tribe to evaluate alternative assumptions regarding participant demand, eligibility standards, benefit levels, care coordination approaches, and long-term program costs.

TASK 6: IMPLEMENTATION DESIGN FOR THE PREFERRED PROGRAM MODEL

The consultant shall develop one or more implementation-ready care coordination and participant support models for Tribal Council's consideration. The models should build on the findings of assessment and community engagement and recommend practical approaches for improving participant wellbeing, coordination of services, and long-term outcomes for Tribal members with disabilities.

At a minimum, the consultant shall recommend the proposed program design, target population, scope of services, organizational structure, staffing model, implementation approach, estimated implementation and operating costs, potential funding strategies, performance measures, and key operational requirements. The consultant should also identify how the proposed model would coordinate with existing Tribal programs and services, including Health, Human Services, Adult Welfare, Elders, Behavioral Health, Housing, and other appropriate departments.

Recommendations should be practical, scalable, and appropriate for the Tribe's needs and resources. The consultant shall identify implementation considerations, risks, tradeoffs, and recommend next steps for Tribal Council's consideration.

Deliverables:

6 a) Care Coordination and Participant Support Model

6 b) Organizational and Staffing Plan

6 c) Preliminary Implementation Budget

TASK 7: TRIBAL COUNCIL & EXECUTIVE LEADERSHIP DECISION SUPPORT

The consultant shall support Tribal Council and Executive Management in reviewing the study findings, understanding key tradeoffs, and evaluating policy options for the future direction of the Disability Program.

The consultant shall present findings in a clear, practical, and decision-oriented manner suitable for elected leadership. Presentations and written materials should clearly summarize the evidence supporting each recommendation, the anticipated impacts on Tribal members and program operations, implementation considerations, financial implications, and decisions requiring Tribal Council direction.

The Tribe's goal is to receive preliminary findings and recommended policy options in sufficient time to inform discussions before the November budget workshop and any potential program changes prior to the next enrollment cycle. Consultants should structure their work plans accordingly and identify any risks that could affect this schedule.

Deliverables:

7 a) Executive Leadership Briefing and Findings Presentation

Presentation of preliminary findings, emerging themes, key risks, and draft recommendations for review by Executive Management. The purpose of this briefing is to validate findings, obtain leadership feedback, and refine recommendations before presentation to Tribal Council.

7 b) Tribal Council Workshop

Facilitated workshop presenting policy options, recommendations, tradeoffs, and implementation considerations to support Tribal Council deliberations.

7 c) Tribal Council Decision Memorandum

A concise decision memorandum summarizing the preferred recommendation, alternatives considered, financial implications, implementation considerations, risks, and decisions requiring Tribal Council action.

7 d) Final Report

A comprehensive report documenting the study methodology, analyses, findings, recommendations, implementation considerations, and supporting technical appendices.

Out of Scope Activities

The following activities are outside the scope of this engagement unless separately authorized by the Tribe:

- Conducting individual disability determinations or medical eligibility reviews.
- Reassessing individual participants or making recommendations regarding individual benefit eligibility.
- Participating in appeals or grievance processes.
- Providing legal, medical, or clinical evaluations or advice.
- Administering or operating the Disability Program.
- Implementing policy or operational changes approved by Tribal Council.
- Recommending or making decisions regarding individual participants, cases, or benefit awards.

The consultant's role is to provide objective analysis, recommendations, and implementation options to support Tribal Council's policy decisions. All policy decisions and implementation actions remain the responsibility of the Muckleshoot Indian Tribe.

OPTIONAL TASK 8: IMPLEMENTATION PLANNING AND START-UP SUPPORT

At the Tribe's discretion, the selected consultant may be asked to provide implementation planning and technical assistance for recommendations approved by Tribal Council. Proposers should submit a separate scope of work, schedule, staffing approach, and cost proposal for this optional task.

If authorized, the consultant shall work with Tribal leadership to translate approved policy decisions into an actionable implementation plan. Activities may include implementation planning, organizational design, staffing recommendations, operational policies and procedures, implementation budgeting,

performance measurement, change management, and technical assistance necessary to support program start-up.

The consultant shall recommend a practical implementation approach that is appropriate for the Tribe's organizational capacity, available resources, and desired implementation timeline.

Optional Deliverables may include:

- Implementation Roadmap
- Organizational and Staffing Plan
- Draft Policies and Standard Operating Procedures
- Implementation Budget and Funding Strategy
- Performance Measurement Framework
- Tribal Council Implementation Briefing
- Technical Assistance During Initial Implementation

The Tribe reserves the right to negotiate the scope, schedule, and budget for this optional task separately from the base contract.

III. DELIVERABLES & PROJECT SCHEDULE

The Tribe intends for this study to be conducted in phases so that findings, analyses, and recommendations can be reviewed and discussed with Executive Management and Tribal Council throughout the engagement rather than only at its conclusion.

The consultant is expected to provide interim deliverables that support decision-making at key project milestones. Findings should be presented in a clear and practical manner that allows Tribal leadership to review emerging issues, provide direction, and refine policy options before final recommendations are developed.

The schedule below reflects the Tribe's anticipated timeline and key governance milestones. The Tribe's objective is to receive preliminary findings and policy options in time to inform the November budget workshop and any potential program changes prior to the next enrollment cycle. Proposers may recommend modifications to the sequencing of work if they believe an alternative approach would better achieve these objectives.

Project Deliverables and Tentative Schedule		
Deliverable	Description	Target Completion
Project Work Plan	Detailed project plan, methodology, community engagement approach, data needs, assumptions, governance milestones, and project schedule.	Within 2 weeks of contract execution

Project Deliverables and Tentative Schedule		
Deliverable	Description	Target Completion
1) Current State Assessment Memo	Summary of current program structure, policies, participant population, program utilization, costs, strengths, challenges, and opportunities. Draft definition of program purpose, intended outcomes, and target population for discussion with Tribal leadership.	Approximately 4-5 weeks after project kickoff or September
2) Community Need and Demand Assessment	Assessment of current and future disability-related need, including unmet need, projected demand, planning assumptions, and five- and ten-year forecasts.	Approximately 7-8 weeks after project kickoff or Early October
3) Community Engagement Summary and Needs Validation Report	Summary of community engagement activities, key themes, participant perspectives, and validation of study findings.	Approximately 8-9 weeks after project kickoff or Early October
4) Program Outcomes Framework	Recommended program purpose, desired outcomes, performance measures, and reporting framework.	Approximately 9-10 weeks after project kickoff or Mid-October
5) Executive Leadership Briefing	Presentation of preliminary findings, emerging themes, key issues, and draft policy considerations for Executive Management review and feedback.	Approximately 10-11 weeks after project kickoff or Late October
6) Future Program Options and Policy Analysis Report	Evaluation of alternative program designs, eligibility approaches, benefit structures, sustainability scenarios, and recommended policy direction. Includes financial planning model.	No later than November 15, 2026, with draft in late October
7) Care Coordination and Participant Support Model	Implementation-ready model describing the recommended care coordination approach, organizational structure, staffing plan, implementation approach, and preliminary implementation budget based on the preferred policy direction.	November 2026 with draft in late October
8) Tribal Council Decision Memorandum	Concise summary of recommended policy direction, alternatives considered, financial implications, implementation considerations, and decisions requiring Tribal Council direction.	Provided in advance of the Tribal Council workshop (no later than November 20, 2026)
9) Tribal Council Workshop	Facilitated workshop presenting findings, recommendations, implementation considerations, and key decision points for Tribal Council discussion.	November 2026 Budget Workshop
10) Final Report	Final report incorporating Tribal feedback and documenting the study methodology, analyses, recommendations, implementation considerations, and supporting technical appendices.	December 2026

The Tribe anticipates selecting a preferred consultant in August 2026 and executing a contract shortly thereafter. The consultant is expected to manage multiple workstreams concurrently so that policy analysis, implementation concepts, care coordination design, and financial modeling are developed iteratively throughout the engagement rather than sequentially.

The Tribe's objective is to receive preliminary findings and draft policy recommendations in time to support Tribal Council's November budget workshop and any potential program changes prior to the

next enrollment cycle. Proposers may recommend alternative schedules if they believe a different approach would better achieve these objectives.

Procurement Schedule

- **RFP Release:** July 1, 2026
- **Optional Letter of Intent:** July 10, 2026
- **Questions Due:** July 17, 2026
- **Responses Issued:** July 22-24, 2026
- **Proposal Due Date:** August 3, 2026
- **Interviews (if conducted):** August 11–13, 2026
- **Selection of Preferred Consultant:** August 2026
- **Contract Execution / Project Kickoff:** August–September 2026

The Tribe may proceed with consultant selection based on written proposals alone and reserves the right to waive interviews if doing so is in the Tribe's best interest.

Tribal Review Process

The consultant shall submit draft deliverables in editable electronic format. The Tribe will provide one consolidated set of executive comments for each major deliverable coordinated through the Executive Office.

The Tribe will make every effort to provide one consolidated set of comments within five (5) business days for interim deliverables and within seven (7) business days for major draft deliverables. The consultant shall incorporate those comments into the final deliverable. Final reports may require up to ten (10) business days for review. Additional revisions requested after the consolidated review may be considered outside the original scope of work and subject to mutual agreement.

IV. TRIBAL COORDINATION AND DATA AVAILABILITY

The Tribe will designate a project manager to serve as the primary point of contact and coordinate access to Tribal departments, available data, and key stakeholders throughout the engagement.

The Tribe will make reasonable efforts to provide available program, participant, financial, demographic, policy, operational, and other relevant information needed to complete the study. The consultant shall identify any additional data requirements, key assumptions, data limitations, and opportunities to improve future data collection and reporting. The consultant should also identify any critical information needed within the first two weeks of the engagement so the Tribe can prioritize collection.

The Tribe will assist in coordinating meetings, interviews, focus groups, and other community engagement activities as appropriate. Consultants should identify anticipated coordination and scheduling needs as part of their proposed work plan.

All participant and Tribal information shall be treated as confidential and used solely for the purposes of this engagement in accordance with applicable Tribal requirements.

All work products, analyses, reports, financial models, presentations, and supporting materials developed under this contract shall become the property of the Muckleshoot Indian Tribe.

V. PROPOSAL REQUIREMENTS

- A. Cover Letter
- B. Executive Summary
- C. Understanding of the Project
- D. Technical Approach
- E. Project Team
- F. Relevant Experience (Three examples of comparable work completed within the past five years, including client references)
- G. Work Plan
- H. Project Schedule
- I. Cost Proposal

ReferencesProposals should be a maximum of 20 pages, excluding Annexes.

Questions and Clarifications.

Questions regarding this RFP must be submitted in writing to Darren Redthunder Darren.Redthunder@muckleshoot.nsn.us no later than July 17, 2026. Responses to questions will be distributed to all known proposers, may be discussed in bidders conference, and may be incorporated into an addendum.

Optional Letter of Intent

Firms intending to submit a proposal are encouraged, but not required, to submit a brief Letter of Intent **by July 10, 2026**, to Darren Redthunder at Darren.Redthunder@muckleshoot.nsn.us.

The Letter of Intent should include:

- Firm name

- Primary point of contact
- Email address
- Telephone number

The purpose of the Letter of Intent is to assist the Tribe in planning the procurement process and ensuring interested firms receive any addenda or responses to questions. Failure to submit a Letter of Intent will not affect a firm's eligibility to submit a proposal.

Interviews.

The Tribe may shortlist up to three (3) proposers for interviews. Interviews may be used to clarify methodology, project approach, staffing, assumptions, and proposed costs.

Proposal Submission Instructions

Proposals must be received no later than **5:00 p.m. Pacific Time on Monday, August 3, 2026.**

Proposals shall be submitted electronically in PDF format to:

Darren Redthunder

Executive Office

Muckleshoot Indian Tribe

Email: Darren.Redthunder@muckleshoot.nsn.us

The subject line should read: ***Proposal – Disability Program Assessment and Future Planning Study***

The Tribe reserves the right to request additional information or clarification from any proposer. The Tribe also reserves the right to:

- reject all proposals.
- negotiate scope.
- negotiate pricing.
- waive informalities.
- cancel the RFP.
- request best and final offers.

VI. KEY PERSONNEL REQUIREMENTS

The proposal shall identify the Project Manager and all key personnel proposed for the engagement. The Project Manager will serve as the Tribe's primary point of contact and be responsible for overall project delivery.

For each proposed team member, provide:

- Name and proposed role.
- Relevant qualifications and professional credentials
- Relevant experience in comparable projects
- Specific responsibilities for this engagement
- Estimated level of effort (hours and percentage of effort)
- Availability during the proposed project period
- Include an organizational chart illustrating the proposed project team and reporting relationships.

Minimum Qualifications

The proposed team should collectively demonstrate expertise in the following areas:

- Disability policy, disability services, Medicaid, SSI, SSDI, or related public benefit programs
- Human services program design, evaluation, or systems improvement.
- Financial analysis, forecasting, and scenario modeling
- Care coordination, case management, or integrated service delivery models.
- Community engagement, facilitation, and stakeholder consultation
- Project management for complex, multidisciplinary studies

The Tribe encourages teams with experience working with Tribal governments, Tribal health systems, or Tribal human services programs. Experience supporting policy development, organizational change, implementation planning, and culturally responsive engagement is highly desirable.

VII. EVALUATION CRITERIA

A review committee will evaluate proposals based on the criteria below. The evaluation will consider each proposer's understanding of the project, technical approach, relevant experience, qualifications of the proposed team, demonstrated ability to successfully complete similar work, and overall value to the Tribe.

The Tribe may request written clarifications, conduct interviews with one or more shortlisted proposers, contact references, and negotiate scope, schedule, or pricing with the highest-ranked proposer. The Tribe reserves the right to reject any or all proposals, waive minor irregularities, or cancel this solicitation if it is determined to be in the Tribe's best interest.

Evaluation Scoring Criteria		
Evaluation Criteria	Weight	Considerations
Technical Approach and Methodology	25%	Demonstrated understanding of the project objectives, proposed methodology, data collection and analysis approach, demand forecasting methodology, stakeholder engagement strategy, and ability to deliver practical recommendations. Demonstrated ability to translate technical analyses into practical policy recommendations for elected leadership.
Relevant Experience	20%	Demonstrated experience conducting disability policy studies, human services evaluations, public benefits analyses, community needs assessments, or similar projects. Experience working with Tribal governments is preferred.
Qualifications of Key Personnel	20%	Relevant expertise, experience, and availability of proposed team members. Consideration will be given to experience in disability policy, Medicaid and SSI, care coordination models, human services systems, financial modeling, and Tribal communities.
Tribal Experience and Cultural Competency	15%	Experience working with Tribal governments, understanding of Tribal sovereignty, demonstrated cultural competency, and ability to engage respectfully with Tribal leadership, staff, participants, and families.
Cost and Overall Value	15%	Reasonableness of proposed costs, level of effort, staffing approach, and overall value provided relative to the proposed scope of work. The Tribe is seeking the proposal that offers the best overall value and qualifications, not necessarily the lowest cost
Native-Owned, Tribal-Owned, or Native Participation	5%	Preference may be given to Native-owned firms, Tribal organizations, or project teams that demonstrate meaningful Native participation.
Total	100%	

The Tribe reserves the right to consider interviews, references, prior experience, responsiveness to the RFP requirements, and demonstrated ability to successfully complete similar projects when making a final selection.

The Tribe intends to select the proposer that demonstrates the strongest overall combination of technical expertise, practical experience, cultural competency, and ability to deliver actionable recommendations that support Tribal Council decision-making within the required project timeline.

VIII. BUDGET

The Tribe has established funding for this project and seeks the proposal that offers the best overall value, not necessarily the lowest cost.

Proposers shall submit a detailed cost proposal that includes:

- Total proposed project cost.
- A breakdown of labor hours and costs by task and key personnel.
- Proposed labor rates or blended rates, as applicable.
- Estimated travel, lodging, and other reimbursable expenses.

- Key assumptions affecting the proposed budget.
- A separate cost proposal for the Optional Implementation Support Services task.

The Tribe reserves the right to negotiate the final scope of work, project schedule, and pricing with the selected proposer.

IX. PROCUREMENT & CONTRACT ADMINISTRATION

The selected consultant will enter into a professional services agreement with the Muckleshoot Indian Tribe. The contract will incorporate the final negotiated scope of work, schedule, deliverables, and compensation.

Payments will be tied to the satisfactory completion and acceptance of agreed-upon project milestones and deliverables. The final payment may be withheld until all required deliverables have been accepted by the Tribe.

Any changes to the approved scope of work, project schedule, key personnel, or contract amount must receive prior written approval from the Tribe.

Travel and other reimbursable expenses shall be clearly identified in the cost proposal and will be reimbursed only as provided in the executed contract.

The Tribe reserves the right to negotiate the final scope, schedule, deliverables, staffing, and compensation with the selected proposer prior to contract execution.

X. STATEMENT OF VALUES

The Muckleshoot Indian Tribe is committed to supporting Tribal members with disabilities and their families in ways that promote dignity, independence, wellbeing, and full participation in Tribal life. Through this study, the Tribe seeks to better understand community needs and identify practical opportunities to strengthen disability services for current and future generations.

The Tribe recognizes that meaningful disability support extends beyond financial assistance. Tribal Council is interested in understanding how financial assistance, care coordination, participant support, and other services can work together to improve quality of life while ensuring responsible stewardship of Tribal resources.

The Tribe seeks a partner who approaches this work with humility, cultural awareness, respect for Tribal sovereignty and self-determination, and a commitment to meaningful community engagement. Recommendations should be practical, evidence-based, culturally informed, and designed to support Tribal Council in making thoughtful decisions that reflect the values, priorities, and long-term interests of the Muckleshoot community.

XI. Addendum 1

Questions and Responses

July 24, 2026

This Addendum forms part of the Request for Proposals (RFP) for the Disability Program Assessment & Future Planning Study. Except as modified herein, all terms and conditions of the RFP remain unchanged.

The purpose of this study is to better understand community needs and identify opportunities to strengthen the Disability Program and related support for current and future Tribal members. The study is intended to inform future policy decisions and should not be interpreted as a decision to reduce or eliminate benefits.

Strategic Intent and Decision-Making Priorities

1. Among the strategic questions outlined in the RFP, which decisions are most urgent for Tribal Council to inform before the November budget workshop and next enrollment cycle?

The goal is to receive preliminary findings and practical policy options in time to support Tribal Council discussions at the November 2026 budget workshop and any potential program changes prior to the next enrollment cycle. All strategic questions identified in the RFP are important, and proposers should structure their work plan, so preliminary findings on each are available in advance of the November workshop.

2. How would the Tribe define success for this engagement: a set of policy options for deliberation, a recommended future program model, implementation-ready direction, or some combination of these?

The Tribe is not seeking validation of a predetermined policy outcome. The purpose of this study is to provide Tribal Council with an objective understanding of community needs, program performance, and practical options for future program design. Recommendations should be evidence-based, clearly explain tradeoffs, and support informed Tribal Council decision-making.

Success will be measured by the consultant's ability to provide Tribal Council with an objective assessment of the current program, practical policy options, a recommended path forward, and sufficient implementation detail to support informed decisions regarding future program direction, care coordination, participant support, and long-term sustainability.

3. Are there particular aspects of the current program that Tribal Council or Executive Management is especially interested in understanding more deeply, such as eligibility standards, benefit structure, care coordination, administrative practices, or long-term sustainability?

The Tribe is interested in understanding the program holistically. Particular areas of interest include eligibility standards, benefit structure, participant outcomes, care coordination and participant support, administrative practices, long-term sustainability, and future community needs.

Data, Methodology, and Community Engagement

4. What program, participant, financial, demographic, health, and prior survey data does the Tribe anticipate will be most readily available to the selected consultant during the first phase of work?

The Tribe anticipates providing available program enrollment and application data, participant demographic information, historical program utilization and expenditure data, waitlist information, policy and administrative documents, and other relevant program records. Additional data may be available from Health & Wellness, Behavioral Health, Human Services, and other Tribal departments, subject to data availability, privacy considerations, and Tribal approval.

A previous survey of active beneficiaries was conducted in 2025. While this data will be made available, due to the limited scope of the previous survey the results provided will give little insight into the current needs of the program and the Tribe as a whole. The selected consultant will be expected to identify any additional data needs early in the engagement and work with Tribal staff to assess availability and limitations.

5. To better scope the level of effort required for the program assessment and demand forecasting, can you share what program, administrative, demographic, or health-related data the Tribe already has available for consultant use? Additionally, have any prior assessments or analyses been conducted that would inform this study?

We are able to provide demographic information on all enrolled and denied Tribal Disability Applicants. In relation to administrative data, we will provide current policy and procedures and data in relation to current program costs. Data from the survey completed in 2025 will also be available. However, due to the limited scope the data will not provide detailed insight into the program as it currently stands or the needs of the Tribal community as a whole. The 2025 survey is the only assessment or analysis that has been completed for the program.

6. Are there existing community engagement efforts, prior feedback themes, or recurring concerns that the Tribe particularly wants the consultant to build from and validate?

The Tribe conducted a survey of active disability enrollees in 2025. The feedback provided from the limited number of participants centered on the desire for a higher benefit amount, a set date benefits would be issued, and additional supports being provided by the tribe to the participants. In addition to the 2025 survey findings, community members have raised recurring questions regarding eligibility, and the treatment of existing versus new participants following policy changes. The consultant should objectively assess these issues through data analysis and community engagement and distinguish between community perceptions, available evidence, and verified findings.

- 7. For the community engagement process, are there preferred expectations regarding the mix of interviews, focus groups, listening sessions, surveys, or other culturally appropriate methods, especially to ensure participation from Tribal members, families, caregivers, and staff?**

The Tribe has not prescribed a specific engagement methodology. Proposers should recommend an approach that is culturally appropriate, practical, and sufficient to obtain meaningful input from Tribal members, families, caregivers, applicants, participants, staff, and other stakeholders.

- 8. How would the Tribe like the selected consultant to approach culturally responsive engagement and needs validation in a way that is respectful, practical, and aligned with community expectations?**

The Tribe expects the selected consultant to approach engagement with respect for Tribal sovereignty, Tribal values, and the lived experiences of Tribal members and families. Engagement methods should be culturally responsive, accessible, and designed to encourage meaningful participation from participants, applicants, caregivers, Tribal staff, and community members. The consultant should work closely with Tribal leadership and designated staff to ensure engagement activities are appropriate, inclusive, and reflective of community priorities.

- 9. The deliverables are numbered in “II. Scope of Work” and then numbered differently in the table in “III. Deliverables & Project Schedule.” For example, deliverable 7a in the scope becomes item 5 in the table, and items 2, 3, 5, and 6 have components in the scope and not in the table. Are deliverables 2b, 3a, 5b, 6b, 6c intended to be standalone deliverables or components of the items scheduled in the table?**

Deliverables in 2b, 3a, 5b, 6b and 6c are intended to be components of the items scheduled in Table III.

- 10. Does the Tribe have requirements or preferences regarding whether any of the community engagement efforts should be in-person, virtual, or hybrid? If in-person is preferred or required, will the Tribe provide recommendations on locations and quantity of in-person engagement?**

The Tribe has no requirements or preferences regarding how the contractor engages with the community. We serve a diverse community, in the local area, and outside the local area, engagement needs to incorporate the needs of the Tribal members. We will provide Tribal locations for any in-person gathering on Tribal grounds.

- 11. Are there any required accessibility, language access, or accommodation standards that must be incorporated into stakeholder engagement activities and communications materials?**

There are no defined requirements, however due to the nature of the program and the needs of our community inclusion and accessibility need to be considered.

- 12. Will the Tribe provide contact information for all participants in stakeholder engagement, or is the vendor expected to identify any contact information?**

The Tribe will provide any necessary contact information.

Firm Preference

13. To help us tailor our proposal appropriately, could you clarify whether the Tribe prefers Washington-based firms versus national firms for this engagement?

There is no stated preference for Washington-based or national firms. Proposals will be evaluated based on the criteria outlined in the RFP.

14. Given the cultural significance of this work and the Tribe's commitment to community-centered engagement, does the Tribe have a preference for Native-owned or Tribal-affiliated consulting teams, or will proposals from non-Native firms be evaluated equally based on qualifications and approach?

The evaluation criteria include consideration of Native-owned firms, Tribal organizations, and project teams that demonstrate meaningful Native participation, as described in the RFP. All proposals will be evaluated using the published evaluation criteria.

Policy Options, Implementation Design, and Coordination

15. In evaluating future program options, does the Tribe have particular interest in certain policy scenarios or care coordination models, or should proposers assume the study should begin with a fully open exploration of alternatives?

The Tribe expects an objective assessment of alternatives. Proposers should begin with a broad evaluation of practical policy and care coordination options rather than assume a preferred solution at the outset.

16. For the implementation design task, what level of specificity would be most useful to Tribal Council and Executive Management regarding staffing, organizational structure, operational requirements, and coordination with Health, Human Services, Elders, Behavioral Health, Housing, and other departments?

The Tribe is seeking implementation-ready recommendations sufficient to inform Tribal Council decisions. At a minimum, recommendations should address governance, organizational structure, staffing, implementation sequencing, operating requirements, estimated implementation and operating costs, funding considerations, and coordination with other Tribal departments. Recommendations should be practical, implementation-ready, and reflect the broader needs of the Tribal community while recognizing operational, governance, and resource considerations.

17. Does the Tribe expect proposers to follow the sequencing of tasks outlined in the RFP, or may proposers recommend an alternative methodology or phased approach?

The Tribe has outlined the required scope of work and expected deliverables. Proposers are encouraged to recommend the methodology, sequencing, and project approach they believe will best achieve the

objectives of the engagement, provided their proposal addresses all required tasks and deliverables described in the RFP.

18. May proposers include optional enhancements or additional services beyond the required scope?

Yes. Proposers may identify optional enhancements or additional services that they believe would provide value to the Tribe. Such enhancements should be clearly identified as optional and distinguished from the required scope of work. The Tribe reserves the right to negotiate final scope, optional tasks, and implementation support with the selected proposer.

19. Is the consultant expected to evaluate historical program policies and administrative practices where eligibility criteria, policies, or procedures have changed over time? Will the selected consultant be expected to validate or audit the Tribe's administrative data?

The Tribe recognizes that the Disability Program has evolved over time through multiple policy changes, enrollment periods, eligibility standards, and administrative practices. The consultant should review the historical evolution of the program and identify where changes in policy or administration may have affected program consistency, participant experience, administrative implementation, or future policy considerations. The purpose of this review is to inform future program design and policy decisions, not to evaluate individual participants or assign responsibility for past decisions.

20. May proposers recommend modifications to the work plan or timing if they believe another approach would better achieve the Tribe's objectives?

Yes. The Tribe welcomes recommendations regarding work planning and sequencing, provided proposals addressing the required scope of work and deliverables.

21. Is there a specific, scheduled date anticipated for the November budget workshop?

November 20, 2026

22. Does the Tribe expect the contractor to facilitate the Tribal Council Workshop in person, virtually, or in a hybrid format?

The consultant will not be needed to facilitate the workshop. The completed report will be presented to Tribal Counsel by the COO.

23. Can vendors provide more than 3 examples of comparable work?

Yes, additional examples of comparable work can be included, so long as the proposal does not exceed the 20-page limit.

24. Does the 20-page limit include the scope, schedule, and staffing for the optional task 8?

Yes.

25. What content is appropriate to be in an annex or appendix to be excluded from the 20-page limit?

Items that may be included as an annex or appendix may include, but are not limited to, supporting documentation, references, detailed organizational charts, previous project summaries, client testimonials, and compliance documentation.

26. Can vendors submit resumes as an attachment outside of the 20-page response limit?

A detailed resume may be included as an attachment to support the information provided in the initial resume section of the proposal.

Budget and Scope Calibration

27. Since the RFP notes that funding has been established but does not provide a budget range, is there a target budget range or level of effort the Tribe would be willing to share so proposers can appropriately calibrate staffing, community engagement depth, financial modeling, and deliverable detail for both the base scope and optional implementation support task?

The Tribe is not providing a target budget range. Proposers should propose the staffing approach, level of effort, and budget they believe are appropriate to successfully complete the scope of work described in the RFP.

28. To ensure our cost proposal aligns with the Tribe's expectations and investment level, could you provide guidance on the anticipated budget range for this engagement?

Proposers should propose the staffing approach, level of effort, and budget they believe are appropriate to successfully complete the scope of work described in the RFP.

//

The responses contained in this Questions & Answers document are intended solely to clarify the requirements of the RFP. Except as expressly modified by these responses, all terms and conditions of the RFP remain unchanged. This Questions & Answers document shall be considered part of the RFP.

Muckleshoot Indian Tribe
Contract Services Agreement No _____

I. This Agreement is entered into on _____/_____/_____
(Date)
located at 39015 172nd Ave SE, Auburn, WA 98092, hereinafter referred to as " MUCKLESHOOT " and

(Contractor Name) hereinafter referred to as " CONTRACTOR ". MUCKLESHOOT and
CONTRACTOR hereby agrees that the CONTRACTOR shall provide specific services to MUCKLESHOOT for a specific
period of time and for a specific amount as stated herein.

II. The period of time for this Agreement shall begin on ____/____/____ and shall end ____/____/____
(Date) (Date)

III. Compensation for services under this Agreement shall be in the Amount of, Not to Exceed \$ _____
(Total Contract Amount)

Give a brief description of the scope of work below and Attach the Proposal / Scope of Work if applicable

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MUCKLESHOOT:

CONTRACTOR:

Authorized Representative

Signature of Contractor's Representative

Date

Print Name

Tribal Council authorization (if \$50,000 or greater)

Contractor's Address

Date

Date

**The Standard Terms and Conditions for the MUCKLESHOOT contract services agreement and any proposal identified above shall
be attached to this signature page and incorporated by reference to constitute the entire Agreement between the parties.**

Contract not effective unless all required signatures are in place.

Adopted Per Res. No 17-015 Effective 01/06/17.

TERMS AND CONDITIONS FOR THE MUCKLESHOOT CONTRACT SERVICES AGREEMENT

1. **PAYMENT TERMS.** MUCKLESHOOT shall make payment to the CONTRACTOR no later than thirty (30) days after MUCKLESHOOT's accounting department begins processing CONTRACTOR's invoice. Such processing shall begin after CONTRACTOR presents the invoices and deliverables to MUCKLESHOOT's authorized representative and the authorized representative submits written approval to the accounting department for payment based on an inspection of the work. Any payment may be withheld on account of (1) defective work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to pay all wages, suppliers or subcontractors; or (4) to execute a right of setoff for sums owed to MUCKLESHOOT. Any deposits or advance payments shall follow MUCKLESHOOT's purchasing procedures. Payment by MUCKLESHOOT does not constitute a waiver of any claims by MUCKLESHOOT against CONTRACTOR concerning or arising out of this Agreement. Acceptance of final payment by CONTRACTOR constitutes a waiver of all claims by CONTRACTOR.
2. **RIGHT TO AUDIT.** The CONTRACTOR agrees to maintain for inspection by MUCKLESHOOT for three years after final payment all books, records, documents, and other evidence pertaining to the costs and expenses of this Agreement, hereinafter collectively called, "records", to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, supplies, and services, and other costs of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
3. **OWNERSHIP OF DELIVERABLES.** Any and all reports, data, findings or other materials or deliverables under this Agreement shall become the property of and remain under the sole proprietorship of MUCKLESHOOT. Material created by CONTRACTOR and paid for by MUCKLESHOOT shall be owned by MUCKLESHOOT, and shall be a "work for hire" as defined by the United States Copyright Act of 1976. This material includes, but is not limited to, plans, drawings, documents, computer programs, pamphlets, reports, studies, video production, audio reproduction, surveys, and materials in any other medium. CONTRACTOR for itself and any artists engaged by CONTRACTOR to perform work under this Agreement, specifically waives any all rights granted pursuant to the Visual Artists' Rights Act of 1990. Material that CONTRACTOR uses to perform the Agreement but is not created for or paid for by MUCKLESHOOT is not owned by MUCKLESHOOT, however, CONTRACTOR shall arrange for MUCKLESHOOT to have a perpetual license to this material for MUCKLESHOOT's internal purposes at no charge to MUCKLESHOOT.
4. **CONFIDENTIALITY.** CONTRACTOR will keep all information learned under this Agreement confidential and will not release any such information, either orally or in writing, to parties other than MUCKLESHOOT, its agents, contractors or employees without the express written permission of MUCKLESHOOT.
5. **SUCCESSORS IN INTEREST.** MUCKLESHOOT and CONTRACTOR each bind themselves and their partners, agents, assigns, successors and legal representatives of such other party to this Agreement and to the partners, successors and legal representatives of such other party with respect to all terms and conditions of this Agreement.
6. **NONASSIGNABILITY.** Neither MUCKLESHOOT nor CONTRACTOR shall delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party. Any such assignment, sublet, delegation or transfer shall be subject to the same terms and conditions as this Agreement.
7. **INDEPENDENT CONTRACTOR.** Services under this Agreement are provided by CONTRACTOR acting in a consulting or personal services capacity as an independent contractor and not as a MUCKLESHOOT employee. CONTRACTOR certifies that CONTRACTOR: (a) possesses all of the skills and tools necessary to perform services; (b) will establish CONTRACTOR's own specific hours for performing services; and (c) will control the means and methods for carrying out this Agreement. CONTRACTOR is not entitled to any payments not expressly stated herein for any fringe benefit, including but not limited to, paid holidays, retirement plan benefits, life and health insurance plan benefits, subsidized cafeterias, company cars, stock options, and expense accounts. CONTRACTOR acknowledges that CONTRACTOR is responsible for all applicable taxes, unemployment and workers compensation or equivalent coverage.

8. **SUBCONTRACTORS.** Unless MUCKLESHOOT requires prior approval of subcontractors, CONTRACTOR may, in its discretion, engage subcontractors to perform work under this Agreement, provided that CONTRACTOR shall fully pay said subcontractors, and, in all instances, CONTRACTOR shall remain responsible for the proper completion of the work under this Agreement. CONTRACTOR shall not allow any subcontractors to begin work under its subcontract until CONTRACTOR is satisfied that the subcontractor has broad form general liability insurance and worker's compensation coverage. Any subcontractor shall be bound by the terms of this Agreement. To the extent that any subcontractor fails to satisfy its obligation to defend and indemnify MUCKLESHOOT as detailed in Section 12 of this Agreement, the CONTRACTOR shall protect, defend, indemnify and hold harmless MUCKLESHOOT, its employees and agents from any and all costs, claims, judgments, and/or awards or damages arising out of, or in any way resulting from, the negligent act or omissions of the CONTRACTOR'S subcontractor, its employees and/or agents in connection with or in support of this Agreement.
9. **COMPLIANCE.** In the event payment for services under this Agreement is made from federal or state funds, CONTRACTOR shall abide by all applicable federal and state laws and regulations governing such funds which laws and regulations are hereby incorporated by reference. Any rights of the CONTRACTOR are subject to the limitations on and availability of such funds to MUCKLESHOOT. The CONTRACTOR shall, whether or not federal or state funds are involved, without additional expense to MUCKLESHOOT, comply with all applicable laws and obtain all required licenses and permits necessary to execute the provisions of this Agreement. CONTRACTOR shall file all required returns and notices. When working on the Muckleshoot Indian Reservation, CONTRACTOR shall comply with all Tribal laws. Before commencing work, CONTRACTOR shall obtain all required Tribal licenses and permits. CONTRACTOR shall indemnify and hold MUCKLESHOOT harmless from any and all costs, liabilities, or obligations by reason of the failure of CONTRACTOR or his or her employees, agents, subcontractors or assigns to comply with any applicable law.
10. **NONDISCRIMINATION.** CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, or handicap, with regard to employment upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training.
11. **TRIBAL PREFERENCE.** Notwithstanding the provisions of paragraph 10, CONTRACTOR shall, to the full extent permitted by law, provide preference in employment and subcontracting, in the following order, to enrolled members of MUCKLESHOOT, other Indians and members of the MUCKLESHOOT community as well as enterprises or businesses wholly-owned by MUCKLESHOOT or its members.
12. **INDEMNIFICATION.** CONTRACTOR shall defend, indemnify and hold harmless MUCKLESHOOT, its employees and its agents for all loss, damage, liability, claims, lawsuits demands, or costs arising out of any strict liability, negligent or wrongful act or omission of the CONTRACTOR related to or arising out of the implementation of this Agreement. CONTRACTOR shall reimburse MUCKLESHOOT for all costs reasonably incurred to defend MUCKLESHOOT against such claims through attorneys of MUCKLESHOOT's choice. CONTRACTOR waives, as respects to MUCKLESHOOT only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW as well as any similar coverage required for this work by applicable federal or other state's law.
13. **DUTY TO NOTIFY MUCKLESHOOT.** CONTRACTOR shall notify MUCKLESHOOT within ten (10) days of any litigation arising from or affecting its operations under this Agreement, including any bankruptcy or insolvency proceedings of CONTRACTOR or of its assignees or subcontractors.
14. **INTEREST.** The CONTRACTOR shall not be entitled to any interest on any amount found due and owing hereunder, whether before or after judgment, but shall, at most, only be entitled to the amount **specified on the first page** of this Agreement.
15. **APPLICABLE LAW.** The negotiation and execution of this Agreement shall be deemed by the parties to have occurred within the Muckleshoot Indian Reservation and any interpretation thereof shall be in accordance with the laws of the Muckleshoot Indian Tribe. In the absence of applicable Muckleshoot Tribal law, then the parties shall apply federal law or Washington State law in that order.

16. **REMEDY FOR BREACH BY CONTRACTOR.** Failure by CONTRACTOR to perform on its part any duty, term or condition herein shall constitute a breach. MUCKLESHOOT's authorized representative shall be allowed to observe any work performed by the CONTRACTOR which is covered by this Agreement. MUCKLESHOOT may immediately suspend operation under this Agreement by written notice of any breach. Suspension shall continue until MUCKLESHOOT's authorized representative certifies in writing that the breach is remedied. If CONTRACTOR is still in breach after seven days from the notice of suspension, MUCKLESHOOT may, without further notice, terminate all rights of CONTRACTOR under this Agreement. MUCKLESHOOT's payment obligation, if any, shall be limited to payment of any work properly completed up to the time of suspension or termination. CONTRACTOR may suspend work, upon seven (7) days written notice to MUCKLESHOOT in the event that MUCKLESHOOT improperly withholds any periodic or installment payment due under this Agreement.
17. **TERMINATION FOR CONVENIENCE.** MUCKLESHOOT shall have the right to terminate this Agreement for convenience at any time upon 30 days' prior written notice.
18. **NO WAIVER.** Any failure by MUCKLESHOOT to suspend or terminate this Agreement in case of breach shall not waive CONTRACTOR's duty to perform strictly in accordance with this Agreement. The failure of MUCKLESHOOT to assert any claim or right at any time under this Agreement shall not waive its right to assert any claim or right at a later time.
19. **NOTICE.** Any notice sent under the terms of this Agreement may either be sent by personally giving a copy thereof to CONTRACTOR or its agents, employer or contractors or mailing a copy to the address set forth in this Agreement.
20. **ACCEPTANCE.** No payment made to CONTRACTOR pursuant to the terms of this Agreement shall be construed as acceptance of any work or material not in accordance with this Agreement.
21. **REPRESENTATIONS AND WARRANTIES.** CONTRACTOR represents that it is (1) able to furnish the plan, tools, materials, supplies, equipment and labor required to complete the work, (2) CONTRACTOR is authorized to do business in the State of Washington and is properly licensed by all necessary governmental and public authorities having jurisdiction over the CONTRACTOR, and the work, and (3) CONTRACTOR's execution, delivery and performance of the Agreement are within CONTRACTOR's powers and have been duly authorized. All work shall be performed by individuals duly licensed and authorized by law to perform said work. CONTRACTOR warrants that it has sufficient experience and competence to perform the work and services authorized under this Agreement and that all such work and services shall be completed in a professional and workmanship like manner and in compliance with industry standards. CONTRACTOR further warrants that their work shall be accomplished in a reasonable and prudent manner in accordance with the standards of the applicable profession in the State of Washington.
22. **INSURANCE.** CONTRACTOR warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of CONTRACTOR, its employees, its agents or its subcontractors. CONTRACTOR agrees to keep in force during its acts under this Agreement a comprehensive ISO-compliant general liability insurance policy with a minimum limit of \$1,000,000, and minimum carrier rating of AM Best A-VII. If CONTRACTOR is providing professional services, CONTRACTOR shall carry professional liability insurance in an amount appropriate for like professionals in the Seattle metropolitan area. Contractor's policies shall be primary and non-contributory with any similar insurance maintained by Muckleshoot. Prior to beginning the work, CONTRACTOR shall provide a certificate of insurance to MUCKLESHOOT demonstrating that CONTRACTOR has the insurance described. CONTRACTOR shall require insurer to notify MUCKLESHOOT forty-five (45) days prior to cancellation of said policy. Unless waived in writing by MUCKLESHOOT, CONTRACTOR shall name MUCKLESHOOT as an additional insured. CONTRACTOR shall also maintain in full force and effect worker's compensation coverage for CONTRACTOR and its agents, employees, and staff that the CONTRACTOR may employ, and provide proof to MUCKLESHOOT of such coverage; or proof that such worker's compensation insurance is not required under the circumstances.

23. **DISPUTE RESOLUTION.** If any dispute arises under this Agreement, the parties shall negotiate in good faith to resolve such dispute. If the parties cannot resolve such dispute themselves, then either party may submit this dispute to arbitration by an arbitrator approved by both parties. Such arbitration, including the selection of the arbitrator, shall be in accordance with the then current rules of the American Arbitration Association, unless the parties agree otherwise. Notice of a demand for arbitration will be filed in writing with the other Party to this Agreement. The award rendered by the arbitrator shall be final and binding and judgment may be entered upon said award in accordance with the laws of the MUCKLESHOOT Indian Tribe, the State of Washington or the United States of America.
24. **LIMITED WAIVER OF SOVEREIGN IMMUNITY.** Except as specifically provided in this Paragraph 23, the Agreement with MUCKLESHOOT does not and shall not waive, limit or modify its sovereign immunity from any lawsuit. MUCKLESHOOT does, however, expressly waive, in a limited manner, its sovereign immunity from suit for the limited purpose of permitting CONTRACTOR to bring a lawsuit to compel arbitration or enforce an arbitration award, in the United States District Court for the Western District of Washington, the Court of Appeals for the Ninth Circuit and the United States Supreme Court, or, if the federal court declines to assert jurisdiction or venue, in the Courts of the State of Washington, except that such waiver as to any claim for money damages or monetary payments is limited to the amount owed under the Agreement, but in no event any greater than the total Agreement amount. This limited waiver of sovereign immunity is solely for the benefit of CONTRACTOR, and MUCKLESHOOT, by granting this limited waiver of sovereign immunity to CONTRACTOR, does not otherwise waive its sovereign immunity as to anyone other than CONTRACTOR.
25. **INTEGRATION CLAUSE.** This Agreement, including its referenced attachments, represents the entire and complete Agreement between the parties and supersedes all prior negotiations, representations or Agreements either written or oral. It may be amended or modified only in writing signed by both parties. Any apparent inconsistencies between the attachments shall be construed in favor of these Terms and Conditions. This Agreement shall not be valid unless each and every MUCKLESHOOT signature required herein is affixed and CONTRACTOR has initialed each page evidencing acceptance of all terms of this Agreement.



Muckleshoot Indian Tribe

39015 172nd Ave SE, Auburn, WA 98092

Phone (253) 939-3311 Fax (253) 393-5311



Part 180 of Title 2 of the Code of Federal Regulations governs how federal agencies and non-federal entities handle covered transactions with certain suspended or debarred entities or individuals. A covered transaction is a non-procurement or procurement transaction subject to 2 CFR Part 180 (2 CFR 180.200). A contract for goods and services is a covered transaction if the contract is awarded by a participant in a non-procurement transaction and the contract is equal to or exceeds \$25,000 (2 CFR 180.220). Non-procurement transactions include grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurances, payments for specified uses, and donation agreements (2 CFR 180.970). Recipients who enter into a covered transaction can meet this requirement by certifying the information below is accurate.

I hereby certify, to the best of my knowledge and belief, that I and/or my/our principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

Signature of Authorized Representative _____